



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

बुधवार, 06 अप्रैल, 2022 / 16 चैत्र, 1944

हिमाचल प्रदेश सरकार

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla, the 16th March, 2022

No. Shram (A) 3-8/2021 (Awards) L.C.—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the

publication of awards of the following cases announced by the Presiding Officer, Labour Court Shimla on the website of the Department of Labour & Employment Government of Himachal Pradesh:—

Sl. No.	Case No.	Petitioner	Respondent	Date of Award/order
1.	App.49 of 2021	Wipro Karamchari Sangh	M/s Wipro Enterprises Ltd.	09-12-2021
2.	Ref.267 of 2020	Ms. Poonam Sharma	M/s People's Action for people	11-12-2021
3.	Ref.142/2017	Sh. Ranjeet Kumar	M/s Patel Engineering Ltd.	11-12-2021
4.	Ref.181/2017	Sh. Vidya Krishan	M/s Patel Engineering Ltd.	11-12-2021
5.	Ref.193/2017	Sh. Desh Raj	M/s Patel Engineering Ltd.	11-12-2021
6.	Ref.197/2017	Sh. Jagdish Chand	M/s Patel Engineering Ltd.	11-12-2021
7.	Ref.57/2018	Sh. Rakesh Kumar	M/s Patel Engineering Ltd.	11-12-2021
8.	Ref.63/2019	Sh. Naresh Chand	M/s Patel Engineering Ltd.	11-12-2021
9.	Ref.64/2019	Sh. Joga Singh	M/s Patel Engineering Ltd.	11-12-2021
10.	Ref.71/2019	Sh. Vikram Kumar	M/s Patel Engineering Ltd.	11-12-2021
11.	Ref.157/2017	Sh. Arjun Singh	M/s Patel Engineering Ltd.	11-12-2021
12.	Ref.160/2017	Sh. Chander Parkash	M/s Patel Engineering Ltd.	11-12-2021
13.	Ref.34/2018	Sh. Raj Chander	M/s Patel Engineering Ltd.	11-12-2021
14.	Ref.35/2018	Sh. Raj Kumar	M/s Patel Engineering Ltd.	11-12-2021
15.	Ref.36/2018	Sh. Joginder Pal	M/s Patel Engineering Ltd.	11-12-2021
16.	Ref.39/2018	Sh. Dev Raj	M/s Patel Engineering Ltd.	11-12-2021
17.	Ref.42/2018	Sh. Moti Lal	M/s Patel Engineering Ltd.	11-12-2021
18.	Ref.15/2018	Sh. Surya Prakash	M/s Patel Engineering Ltd.	11-12-2021
19.	Ref.18/2018	Sh. Manoj Kumar	M/s Patel Engineering Ltd.	11-12-2021
20.	Ref.189/2017	Sh. Jeevan Singh	M/s Patel Engineering Ltd.	11-12-2021
21.	Ref.144/2017	Sh. Mani Ram	M/s Patel Engineering Ltd.	11-12-2021
22.	Ref.58/19	Sh. Jagan Nath Rao	M/s Patel Engineering Ltd.	11-12-2021
23.	Ref.61/19	Sh. Som Dutt	M/s Patel Engineering Ltd.	11-12-2021
24.	Ref.159/2017	Sh. Ravinder Kumar	M/s Patel Engineering Ltd.	11-12-2021
25.	Ref.141/2017	Sh. Jai Pal	M/s Patel Engineering Ltd.	11-12-2021
26.	Ref.243/2020	Sh. Suresh Pal	M/s SPK Wire Products Ltd.	11-12-2021
27.	Ref.271/2020	Sh. Manoj Kote	M/s SPK Wire Products Ltd.	11-12-2021
28.	Ref.81/2021	Sh. Balkar Singh	M/s Chitkara University, Solan	11-12-2021
29.	Ref.11/2020	Ms. Anju	M/s Shivom Cotspin Ltd.	11-12-2021
30.	Ref.112/2020	Sh. Irfan Ali	M/s Shivom Cotspin Ltd.	11-12-2021
31.	Ref.113/2020	Sh. Kiran Pal	M/s Shivom Cotspin Ltd.	11-12-2021
32.	Ref.114/2020	Sh. Akram	M/s Shivom Cotspin Ltd.	11-12-2021
33.	Ref.115/2020	Sh. Nasim	M/s Shivom Cotspin Ltd.	11-12-2021
34.	Ref.116/2020	Ms. Suman	M/s Shivom Cotspin Ltd.	11-12-2021
35.	Ref.117/2020	Sh. Lakhvinder Kumar	M/s Shivom Cotspin Ltd.	11-12-2021
36.	Ref.118/2020	Sh. Rajan	M/s Shivom Cotspin Ltd.	11-12-2021
37.	Ref.51/2021	Sh. Subhash Chand	M/s Solheat Solan H.P.	11-12-2021
38.	Ref.52/2021	Smt. Seema	M/s Solheat Solan H.P.	11-12-2021

39.	Ref.53/2021	Sh. Gopal Singh	M/s Solheat Solan H.P.	11-12-2021
40.	Ref.54/2021	Sh. Rajat	M/s Solheat Solan H.P.	11-12-2021
41.	Ref.55/2021	Sh. Virender Singh	M/s Solheat Solan H.P.	11-12-2021
42.	Ref.56/2021	Sh. Ranvir	M/s Solheat Solan H.P.	11-12-2021
43.	Ref.58/2021	Sh. Rahul Chauhan	M/s Solheat Solan H.P.	11-12-2021
44.	Ref.57/2021	Ms. Anjana Devi	M/s Solheat Solan H.P.	11-12-2021

By order,

R. D. DHIMAN, IAS,
Addl. Chief Secretary (Lab. & Emp.).

**IN THE COURT OF SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Application Number : 49 of 2021

Instituted on: 11-8-2021

Decided on: 09-12-2021

Wipro Karamchari Sangh Union/Group of workers, Plot No. 87/A, Jharmajri, P.O. Barotiwala, Tehsil Baddi, District Solan, H.P. . *Applicant.*

Versus

M/s Wipro Enterprises (P) Limited Plot No. 87/A, Jharmajri, P.O. Barotiwala, Tehsil Baddi, District Solan, H.P. through its Employer/ Factory Manager . *Respondent.*

Petition/Application under section 33-A of the Industrial Disputes Act

For the Applicant : Shri R. K. Khidtta, Ld. Advocate

For the Respondent : Shri B. C. Negi, Ld. Senior, Counsel along-with Shri Gulshan Chawala, Shri Rajeev Sharma, and Ms. Shrdha Karol, Advocates.

ORDER

This is an usual petition under section 33-A of the Industrial Disputes Act, 1947 (hereinafter to be referred as the Act) for setting aside the transfer order dated 1-8-2021 of 126 workers, as per the list annexed, from Plot No. 87-A, Unit-II to (hereinafter to be referred as Unit-II) Plot No.77, Unit-I (hereinafter to be referred as Unit-1), during the pendency of the dispute and further the respondent be directed to pay all service benefits including full salary *w.e.f.* 1-8-2021, till the date of their joining as the workers have never refused to perform their duties.

2. Material facts necessary for the disposal of the present petition are thus that the workers of petitioner union formed a union under the name and style of Wipro Karamchari Sangh had duly authorized Shri Vickey and Sant Lal, its President and General Secretary to file the present claim petition. The various demands of the petitioner union with the respondent

management were settled by way of long term settlement executed between the parties on 21-1-2018 and about to expire on 31-12-2021. The respondent management with a view to harass the workers intend to transfer them from Unit-II to some other unit which the workers requested the management not to issue any transfer orders. In this regard, the petitioner union also raised demand notice dated 27-4-2021, which was duly received by the respondent and Labour-cum-Conciliation Officer. On receipt of demand notice, the Labour-cum-Conciliation Officer had initiated the conciliation proceedings and thereafter submitted his report to the Labour Commissioner on 3-8-2021. It is averred that during the pendency of the dispute the respondent management have transferred all the workers working in Unit-II, to Unit-I, without any reason. The transfer order is illegal and involving unfair labour practice and victimization of the workers. The Labour-cum-Conciliation Officer had asked the respondent company to explain under what provision of law, the transfer of 126 workers have been issued to which the respondent company failed to explain the reasons. The dispute raised by the union before the Conciliation Officer is regarding the transfer of workers which is clear from the demand notice. The demand of the workers is not to transfer the workers from Unit-II to some other unit. No permission was sought by the respondent management from the competent authority. There is a clear cut violation of sections 33 and 9-A of the Act.

3. It is again averred that during the pendency of dispute between the parties, the respondent has no locus standi to pass any order against the petitioner union. The transfer orders of workers has been issued to create pressure upon the workers of petitioner union. The transfers of 126 workers has been made with malafide intention which is clear from the fact that all the workers have been transferred to unit-I where all the workers have given VRS in the year 2015 and the entire machinery was transferred to Unit-II and now there is only one line in Unit-I whereas in Unit-II there are three lines in operation. The transfer of entire workers which impermissible under law as the respondent company has not closed the unit-II. The very purpose of the transfer of workers by the respondent is to victimize the workers and to frustrate their legal rights.

4. The following prayer clause has been appended in the footnote of the petition, which reads as under:

“In view of the submissions made hereinabove, it is therefore most humbly prayed that the petition filed by the petitioner may kindly be allowed and the transfer order dated 1-8-2021 of all 126 workers as per the list from Plot No. 87-A Unit-II to Plot No. 77 Unit-I during the pendency of the dispute between the parties may kindly be set aside and all 126 workers may kindly be allowed to work at place Plot No. 87-A, Unit-II as they were working prior to the issuance of transfer order dated 1-8-2021 and further the respondent may kindly be directed to pay all service benefits including full salary *w.e.f.* 1-8-2021 till the date of their joining as the workers have never refused to perform their duties with the respondent at place Plot No. 87-A Unit-II and it is the respondent company who has closed the gate for the workers and the workers have been debarred from performing their duties.”

5. The lis was resisted and contested by respondent management by filing written reply wherein preliminary objections of maintainability and cause of action have been raised.

6. On merits, it is submitted that the transfer is an incidence of service and essential condition of service. No workman have been vested any right on the place of posting. The fact of the matter is that the respondent management is having its tow industrial unit in the vicinity of industrial area Baddi. One industrial unit is situated at Plot No. 77 and other on Plot No. 87-A. The respondent management is manufacturing toilet soap and personal care produce in its industrial unit situated at Unit-II and at Unit-I is manufacturing soap noodles *i.e.* raw material for toilet soap. The respondent management was facing problems in transporting the raw material from Uni-I to Uni-II

for final production of the toilet soap, hence, the respondent management took a decision to manufacture the final product of toilet soap at Unit-I only and to continue with the manufacturing of the personal care products at Unit-II. The matter was discussed with the petitioner union in March 2021. The petitioner union was also of the view to start manufacturing of the toilet soap at Unit-I, so the respondent management had meeting with the petitioner union over the modalities of the starting of lines at Unit-I. After the preparation of the factory at Unit-I, for manufacturing of toilet soap, the respondent management asked the petitioner union to apprise the members of union regarding this joint decision but the union changed its stand in the meeting and came with new demand that to execute a new settlement at Unit-II. The respondent management told the petitioner union that it is not possible for the respondent management as the previous settlement dated 25-1-2018 is in operation upto 31-12-2021 and during the pendency of old settlement new is not possible. The petitioner union made this matter as their egoistic matter and enter into an arena of litigations on the basis of their illegal demands. It is admitted that the demand notice dated 27-4-2021 was raised by the petitioner union, to which the respondent management was issued notice to appear on 29-4-2021. After putting in appearance the respondent management apprized the Labour Officer that the transfer is the prerogative of the respondent management. The transfer is mere a changing of factory in the same vicinity in the same industrial area. The Labour Officer was also apprised of the fact that it is the employer who will decide at which place the workers will work and the worker will not decide at which place he will work as per the decision of Hon'ble Supreme Court. The demand notice dated 27-4-2021 is an illegal demand and not under section 2k of the Act as the settlement dated 25-1-2018 is pending. There is no change in service conditions. There is no pendency of any conciliation proceeding between the parties. However, the factum of sending the failure report dated 3-8-2021 is not in the knowledge of the respondent. The conciliation proceedings were over by 23-7-2021 and no conciliation were pending after 23-7-2021. The respondent management passed the transfer orders as per the law. No injustice is going to be caused to any of the transferred worker. It is therefore prayed that the present petition may kindly be dismissed in the interest of justice.

7. While filing rejoinder, the petitioner union controverted the averments made thereto in the reply and reaffirmed and reiterated those in the petition. It is submitted that the stand taken by the respondent company is self-contradictory. Once the issue regarding the transfer of workers was pending before the Conciliation Officer, the respondent company cannot make any excuse regarding the transfer in the same vicinity. The transfer order of the workers issued by the respondent management was in violation of the provisions of section 33 of the Act.

8. On elucidating the pleading of parties, the following issues were struck down for its final determination *vide* Court order dated 17-9-2021 and re-casted on 6-12-2021.

1. Whether the transfer order dated 1-8-2021 of all 126 workers from Plot No. 87-A Unit-II to Plot No. 77 Unit-I during the pendency of the dispute is in violation of the provisions of sections 9 and section 33-A of the Industrial Disputes Act, 1947, as alleged? . . .OPA.
2. If issue No. 1 is proved in affirmative, then what relief the workers of petitioner union is entitled to? . . .OPA.
3. Whether the claim petition is not maintainable in the present form? . . .OPR.
4. Relief

9. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

10. I have heard the learned counsel for the parties and have also gone through the record of the case carefully.

11. For the reasons to be recorded hereinafter while discussing points for determination, my findings on the aforesaid issues are as under:

Issue No. 1	Yes
Issue No. 2	Transfer order dated 1-8-2021 are set aside and quashed and the workers of petitioner union are held entitled for full salary <i>w.e.f.</i> 1-8-2021.
Issue No. 3	No
Relief.	Application allowed, as per operative part of order

Reasons for findings

issues No. 1 & 2 :

12. Both these issues are intermingled and inter connected, as mutually existed and required the common appreciation of evidence, being taken up together for the purpose of their determination and adjudication.

13. In support of their case, the petitioner union examined as many as four witnesses. (PW-1) Shri Jaspal Sharma, Law Officer from the office of Labour Commissioner has stated that the report sent by the Labour-cum-Conciliation Officer Baddi was received in the office of Labour Commissioner on 9-8-2021 and thereafter the reference No. 11-2/93 (Lab.) ID/2021/Baddi dated 13-8-2021 (PW-1/A) was sent to this Court.

14. (PW-2) Shri Devender Kumar, Junior Assistant from the office of Labour-cum-Conciliation Officer, Baddi has proved on record the demand notice (PW-1/A). He further stated that the detailed report (PW-2/B) under section 12(4) of the Act was sent to Labour Commissioner *vide* letter dated 3-8-2021. One complaint was received from the workers union on 2-8-2021 to which the proceedings (PW-2/C) were prepared on 2-8-2021. This witness has also proved on record proceedings dated 6-8-2021 (PW-2/D), 7-8-2021 (PW-2/E), 10-8-2021 (PW-2/F), 12-8-2021 (PW-2/G) and demand notice (PW-2/H). He further stated that the conciliation proceedings are still going on demand notice dated 6-8-2021. In cross-examination, he admitted that no detailed report was sent by Labour Officer to the Labour Commissioner to the notice dated 2-8-2021 and the proceedings (RA) drawn on 23-7-2021 is pertaining to the demand notice dated 27-4-2021.

15. Shri Vickey, President of the workers Union appeared into the witness box as (PW-3) who tendered in evidence his sworn in affidavit (PW-3/A) wherein he has reiterated almost all the averments as made in the petition. He also tendered in evidence authorization letter (PW-3/B), list of transferred workers (PW-3/C), resolution dated 25-4-2021 (PW-3/D) and transfer letters (PW-3/E-1) to (PW-3/E-95). In cross-examination, he admitted that the terms and conditions were governed by the appointment letter. He further admitted that the transfers were ordered as per the terms and conditions of the service.

16. (PW-4) Shri Ankush Kichloo, Factory Manager of respondent company stepped into the witness box and placed on record copy of dasti summon (PW-4/A). He deposed that he has not brought the entire requisitioned record as per the terms of summon.

17. On the other hand, the respondent examined one Shri Manoj Kumar Mishra as (RW-1), who tendered in evidence his affidavit (RW-1/A. He also tendered in evidence notice dated 2-8-2021 (RW-1B), notice dated 6-8-2021 (RW-1/C), notice dated 7-8-2021 (RW-1/D), notice dated 8-8-2021 (RW-1/E), postal receipt (RW-1/F), notice dated 10-8-2021 (RW-1/G), notice dated 11-8-2021 (RW-1/H), notice dated 12-8-2021 (RW-1/J), notice dated 13-8-2021 (RW-1/K), notice dated 13-8-2021 (RW-1/L), postal receipt (RW-1/M), notice dated 16-8-2021 (RW-1/M), notice dated 17-8-2021 (RW-1/O), notice dated 18-8-2021 (RW-1/P), notice dated 19-8-2021 (RW-1/Q), notice dated 20-8-2021 (RW-1/R), notice dated 23-8-2021 (RW-1/S) and notice dated 23-8-2021 (RW-1/T). When cross-examined on behalf of the petitioner, this witness admitted that EPF number of both the employees/workmen in these units are having distinct EPF individual number. He further admitted that 126 workers were transferred from Unit-II to Unit-I on 29-7-2021. He also admitted that the Labour Officer submitted his report to the Labour Commissioner on 3-8-2021 to the demand notice dated 27-4-2021. He admitted that no permission or approval was obtained by the company from the Labour Officer or Labour Commissioner or Labour Court to transfer the petitioners but volunteered that no permission is required as the transfers were ordered as per the appointment letter. He admitted that transfer of workmen was one of the agenda/item in the demand notice raised by the petitioners dated 27-4-2021. He admitted that in case of change of terms of condition of the appointment letter, notice is required to be issued. He admitted that no notice was issued to the 126 workers/employees before issuing the transfer orders. He admitted that VRS scheme was applied in Unit-I. He admitted that there was a single line in Unit-I and there are three lines in Unit-II. He admitted that the workers of Unit-II who are working in three lines cannot work together in Unit-I in single line. He admitted that long term settlement is applicable to the workers of Unit-II only. He admitted that the balance sheet and production detail of the company was prepared annually. He deposed that the proceedings dated 7-8-2021 (PW-2/E) are not relevant to the case and the Labour Officer telephonically called them for discussion. He denied that the company intended to victimize the workers by transferring them from Unit-II to Unit-I. He also denied that the company is involved in unfair labour practice and cause violation of section 25-T of the Act.

18. This is the entire oral as well as documentary evidence led from the side of the parties.

19. Shri R. K. Khidta, Learned counsel for the petitioner union has contended with all vehemence that the transfer of as many as 126 workers from Unit-II to Unit-I during the pendency of litigation *i.e.* before Labour-cum-Conciliation Officer is in violation of the provisions of section 9 and section 33-A of the Act. The respondent management had transferred the entire workers arbitrarily from Unit-II to Unit-I. The transfer orders are malafide and illegal just to harass and victimize the entire workers. Admittedly, the demand notice dated 27-4-2021 will clinch the entire matter. The proceedings were pending before the Conciliation officer from 27-4-2021 till 3-8-2021 on which he referred the matter to the Labour Commissioner by submitting his report. The pendency before the Labour Officer is with regard to the transfer of workers to any other place from Unit-II. There was no notice of change was served upon the workers of petitioner union. There is a definite change in the condition of service by transferring the workers from Unit-II to Unit-I as there will be a different rules regulation and change of CPF number will invoke the fresh appointment to the later unit.

20. Learned counsel for the petitioner union had also argued that by transferring 126 workers during the pendency of dispute, the respondent has violated the provisions of sections 33, 33-A, 9 and 25-T of the Act. It is argued by him that the respondent management had contravened the mandatory provisions of the Act by causing victimization to the workmen and by adopting unfair labour practice as the service condition of the workers have been changed during the pendency of dispute. The case set up by the petitioner union stand duly admitted by the respondent witness (RW-1) during cross-examination. It is prayed that the orders issued by the respondent

dated 1-8-2021 transferring all 126 workers from Unit-II to Unit-I during the pendency of the dispute between the parties may kindly be set aside and quashed and the respondent company may be directed to pay the full salary to the transferred workers *w.e.f.* 1-8-2021 as they have not been allowed to perform their duties at Unit-II by the respondent company. He has also relied upon the case law as laid down by the **Hon'ble Supreme Court reported in 2015 LLR 1257, AIR 1957 SC 329, (2017) 9 SCC 426, AIR 1961 SC 1365, (1973) 3 SCC 544, 1982 SCC Online P&H 91, 1962 Supp. (1) SCR 381, (1960) 1 SCR 476, 1999 SCC Online SC 627, (1983) 1 SCC 436, (2014) 14 SCC 483, CWP No. 4970 of 2021 of H.P. High Court decided on 15-9-2021 and 1985 SCC Online Kar 345.**

21. Per contra, Shri B.S Negi, Learned Senior Counsel appearing for the respondent strenuously argued that the first and foremost point needs to be emphasized to understand the true and import and meaning of dictum passed by the Hon'ble Apex Court in case titled as Wipro enterprises Pvt. Ltd. *Vs.* Wipro Karamchari Sangh/Group of Workers Special Leave to Appeal (C) No. 17124/2021 *vide* order dated 8-11-2021, it has been clearly observed that the Labour Court shall consider the case on merits, uninfluenced by the observations and findings recorded in the impugned order passed by the High Court. So, the case is required to be decided purely on its merits.

22. Learned Senior counsel for the respondent had also carried me through the various salient provisions of the Act such as section 33, 33-A, section 10, section 23, section 9, section 25-T, section 25-O and section 24 of the Act. It is argued that the use of an "expression" in section 33-A of the Act in clause (a) "to such conciliation officer" does not mean that there was any sort of pendency of dispute before the Labour-cum-Conciliation Officer. As per the provisions of section 10 of the Act this Court is a referral Court and exercise its jurisdiction only on the receipt of reference from the appropriate government. Section 20 of the Act provides for commencement and conclusion of the proceedings. The word "transfer" is not find its place anywhere in section 9-A. In case of contravention of section 25-T, punishment is provided. Section 25-U, Section 34 of the Act provides that such contravention is travel by Metropolitan Magistrate or a Judicial Magistrate 1st Class. Ld. Senior Counsel further argued that there is a distinction between transfer and adjustment. There is no change of place of the workers. The transfer occurred only when a person is lent from one place to another place which is beyond prescribed limit of 25 kilometers. The order dated 1-8-2021 are merely adjustment orders and reason in such an adjustment has been crystalized by the respondent witness that there was a plan to shifting AGP and noodle plant and then soap line to Unit-I. The distance between Plot Unit-II and Unit-I is almost 500 mtrs. On the protest of social justice, as argued by Ld. opposite counsel the factories cannot be ordered to be shut down. The proceedings of the demand notice dated 27-4-2021 were already fixed as is evident from proceedings dated 23-7-2021. It is therefore prayed that the transfer was done in accordance with the conditions of the service agreed and accepted by the applicants at the time of their joining. Learned Senior Counsel has also relied upon the case law as laid down by the Hon'ble Apex Court in case reported in **(1977) 2 SCC 350, Miscellaneous petition No. 1793 of 1987 decided on 107.1990 by Hon'ble High Court of Madhya Pradesh and WP No. 5726/1998 dated 28-7-2006 of Hon'ble High Court of Madras.**

23. Written submissions on behalf of respective counsel representing the parties, has also been placed on record.

24. I have given my best anxious considerable thought to the respective submissions of the Learned Counsel for the petitioner union, as well Learned Senior Counsel for the respondent and have also scrutinized the entire case record with minute care, caution and circumspection.

25. Before, proceeding further, it is pertinent to mention here that the Hon'ble Apex Court while deciding Special Leave to Appeal (C) 17124/2021 titled as Wipro Enterprises Pvt. Ltd. *Vs.* Wipro Karamchari Sangh Union/ Group of Workers decided on 8-11-2021, has observed as under:

"We have heard Mr. Chander Uday Singh, learned Senior Counsel for the petitioner and Ms. Radhika Gautam, learned Counsel for the respondent. As much as, the application filed under Section 33-A of the Industrial Disputes Act, 1947 is pending consideration before the Industrial Tribunal-cum-Labour Court, Shimla, we are not inclined to entertain the Special Leave Petition at this stage. In view of the urgency pleaded by learned Senior Counsel for the petitioner, we deem it appropriate to dispose of this Special Leave Petition by directing the Industrial Tribunal-cum-Labour Court, Shimla to dispose of the Application No. 50 of 2021 within a period of four weeks from the date of receipt of this order. It is needless to observe that the Labour Court shall consider the case on its own merits, uninfluenced by the observations and findings recorded in the impugned order passed by the High Court. As it is submitted by learned Senior Counsel for the petitioner that the workers of the respondent-Union, whose services were transferred to other units, are allowed to work in Unit No. 2, no coercive steps shall be taken against the petitioner/Management till the disposal of the application under section 33-A of the Industrial Disputes Act, 1947.

Pending application(s), if any, shall stand disposed of".

26. Thus, from the careful examination of the entire case record, the case of the petitioner union is manifestly to the fact that the respondent management had issued the transfer orders dated 1-8-2021 during the pendency of the industrial dispute, raised by way of demand notice dated 27-4-2021, till the matter was referred by the Labour-cum-Conciliation Officer, Baddi *vide* its report dated 3-8-2021. The action on the part of the respondent management is in violation of section 9 and 33 of the Act. On the other hand, the case set up from the side of the respondent is that the transfers were done in accordance with the condition of service as per the terms and conditions accepted by the workers at the time of joining their duties as mentioned in the appointment letter.

27. At the very inception, the first and foremost point which comes to the fore for its due determination is whether there was any pendency of litigation or industrial dispute between the parties as alleged.

28. Before, proceeding further, I deem it appropriate to re-cast the provisions of section 2k of the act which reads as under:

"(k) "industrial dispute" means any dispute or difference between employers and employers, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person."

29. On plain reading of the aforesaid provision of law where there arises any sort of dispute or difference between the employer and workmen which is connected with the employment or non-employment or the terms of employment or with the conditions of labour or any person said to be an industrial dispute. There are certain undisputed facts which has arisen before me in this case. There is no denial to the fact that the petitioner union is representing the grouse of all its 126 workers as per list annexed, whose recognition by the respondent management is not in dispute. There is again no denial to the fact that 126 workers were working with the respondent management in Unit-II. There is again no denial to the fact that the 126 workers have raised their demands by issuing the demand notice dated 27-4-2021. There is again no denial to the fact that to the said demand notice the conciliation proceedings were initiated by the Labour Officer. There is again no denial to the fact that 126 workers were ordered to be transferred from unit-II to Unit-I *vide* transfer order dated 1-8-2021. There is again no denial to the fact that there was a long term

settlement between the respondent management and the workers who were working with the respondent company at Unit-II which is valid till 31-12-2021. There is again no denial to the fact that neither any permission or approval was obtained from any concerned authority nor any sort of notice was issued to the 126 workers before issuing the transfer orders. There is again no denial to the fact that all 177 workers those who were engaged by the respondent management in Unit-I were retired from the service by giving an option for VRS.

30. So far as concerning the pendency of litigation between the parties, it is admittedly proved on record that the petitioner union raised demand notice dated 27-4-2021 (PW-2/A), a copy of which has also been duly supplied to the respondent management addressed to the Labour-cum-Conciliation Officer raising thereby as many as three demands, the demand notice meant under section 2k of the Act, whereby the conversation held between the petitioner union and the respondent management referring the transfer could not be materialized. To this effect, the petitioner union raised the demand that the long term settlement agreed between the parties from 25-1-2018 to 31-12-2021, no one can be transferred from Unit-II to any other place. In case if such transfers are ordered then all the facilities available in Unit-II be provided to the workers along-with place to stay, Transfer Travel Allowance etc. Admittedly, to the said demand notice dated 27-4-2021 (PW-2/A), the Labour-cum-Conciliation Officer had issued notice of appearance to the respondent management and started initiating the conciliation proceedings. The conciliation proceedings initiated by the Labour-cum-Conciliation Officer dated 23-7-2021, 2-8-2021, 6-8-2021, 10-8-2021, 4-8-2021 and 7-8-2021 clearly demonstrate that there was pendency of dispute between the parties. It is particular to point-out here that the record was produced by PW-2 from the office of Labour-cum-Conciliation Officer, Baddi was retained by this Court. On evaluation and analyzing of the entire case record maintained by the Labour-cum-Conciliation Officer, Baddi would clearly reflect that there was a pendency of litigation between the parties, which is in continuing process as evident from order dated 12-8-2021, 13-8-2021, 26-8-2021, 23-9-2021, 6-10-2021 and 10-11-2021. Senior Counsel appearing on behalf of the respondent company laid much emphasis on proceedings dated 23-7-2021 whereby the respondent was advised to act as per standing orders, appointment letter and settlement dated 25-1-2018. The proceedings initiated on 23-7-2021 is in continuous of the Conciliation proceedings which is being taken on record by the Conciliation Officer till 10-11-2021 as is evident from the record produced from the office of Labour-cum-Conciliation Officer. I had an occasion to analyze and go through the entire case record, maintained by the Labour-cum-Conciliation Officer during the entire conciliation proceedings, produced in the Court by (PW-2), as retained by this Court, which clearly postulated regarding the pendency of conciliation proceedings before the Labour-cum-Conciliation Officer, till sending of reference to this Court for adjudication *vide* notification dated 13-8-2021.

31. Thus, the pendency of litigation it is again manifestly clear from the fact that the Labour-cum-Conciliation Officer after receiving the demand notice, issued notice of appearance to the respondent and after hearing both the parties, tried his level best to reconcile the matter. On the failure of conciliation proceedings, the Labour-cum-Conciliation Officer submitted is failure report to the Labour Commissioner, who *vide* notification No. 11-2/93 (Lab.) ID/2021-Baddi dated 13-8-2021 referred the matter to this Court for adjudication, still pending on the files of this Court, which reads as under:

“Whether the demands raised *vide* demand notice dated 27-4-2021 (copy enclosed) by the Pradhan/Secretary, Wipro Karamchari Sangh, Plot No. 87A, Jharmajri, P.O. Barotiwala, Tehsil Baddi, District Solan, H.P. before the Management of M/s Wipro Enterprises (P) Limited, EPIP, Phase-I, Village Jharmajri, Tehsil Baddi, District Solan, H.P. is legal and justified? If yes, what monetary and other consequential service benefits, the above mentioned workmen of Wipro Karamchari Sangh are entitled to? And if not, its effect?”

32. To be more precise in its eternity, this Court/Tribunal arrived at an inescapable conclusion that there was a pendency of dispute between the parties at the time of issuance of order dated 1-8-2021.

33. Now, coming to the question raised from the side of the Learned Senior Counsel for the respondent that it is merely an adjustment order and not transfer orders. He argued that the transfer is an incidence of service and not a condition of service. The petitioner union belongs to a Private establishment and not a Government Sector. No doubt, the transfer is always understood and construed as an incidence of service, but, the accepted principle is that it is also an implied condition of service. However, such transfer is to an incidence of service is to be made in on administrative exigencies. Normally, the transfer order should not be interfered with except where the transfer has been made in indicative and malafide manner. Simple on the score that the entire 126 workers transferred from Unit-II to Unit-I within the radius of 500 mtrs., does not mean that it is not a transfer. Had it been so, then what would have prevented the respondent management to issue adjustment orders instead of issuing the transfer letters with title.

34. More so, to determine whether it is a case of transfer or adjustment? The Court/Tribunal is to see that whether there was any change in the condition of service as provided under section 33 of the Act? Admittedly, the condition of service, had to be remained unchanged under the certain circumstances during the pendency of the proceedings, no employer, in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them. Similarly, during the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute or, where there are no such standing orders, alter, in regard to any matter not connected with the dispute, the condition of service and for any misconduct not connected with the dispute. Such change shall be subject to an exception that it can be made with the express permission in writing from the authority. The provisions of sections 33 and 33-A makes it evidently clear on record that the use of word “shall” makes it mandatory on the part of the authority to comply with the provisions of law. It is not the sweet will or the discretion of the concerned authority but a mandate or obligation on their part to comply the provisions of law in letter and spirit.

35. Verily, the entire case put forth by the petitioner union has been halfheartedly admitted by respondent witness (RW-1). In cross-examination, he has duly admitted that he is not authorized representative of the company. The authority letter is not placed on record. EPF numbers of both the units are different. He admitted that the petitioners have raised demand notice dated 27-4-2021. He also admitted that 126 workers were transferred from Unit-II to Unit-I. He again admitted that the Labour Officer submitted his failure report to the Labour Commissioner on 3-8-2021. He also admitted that no permission or approval to transfer the workers was obtained by the company from the Labour Officer or Labour Commissioner or Labour Court. He admitted that the transfer of the workers was one of the agenda in the demand notice dated 27-4-2021, He admitted that in case of change of terms and condition of appointment letter, notice is required to be issued. He admitted that no notice was issued to 126 workers before issuing the transfer orders. He admitted that the VRS scheme was applied in Unit-I. He admitted that there was a single line in Unit-I and there are three lines in Unit-II. He admitted that the workers of Unit-II who are working in three lines cannot work together in Unit-I in single line. He admitted that long term settlement is applicable to the workers of Unit-II only. He also admitted that the reference received in this Court from the appropriate government was dated 13-8-2021.

36. As provided in Forth Schedule, in case of contribution paid or payable by the employer to any provident fund or pension fund or for the benefit of the workmen under any law for the time being in force, withdrawal of any customary concession or privilege or change in usage,

introduction of new rules of discipline or alteration of existing rules, except in so far as they are provided in standing orders as mention in clause 2, 8 and 9 and the Fifth Schedule, clause 7 provides that to transfer a workman malafide from one place to another, under the guise of following management policy would definitely covered within the meaning and scope of unfair labour practice for changing the condition of service, notice is required.

37. Therefore, the transfer order dated 1-8-2021 issued by the respondent management transferring all 126 workers from Unit-II to Plot No. 77 Unit-I during the pendency of the dispute between the parties is in clear cut violation of section 9-A and 33 of the Act. The respondent management did not take into consideration the various provisions of statute by issuing the transfer order dated 1-8-2021 of all 126 workers which is illegal in the eyes of law. More so, the reference No. 11-2/93 (Lab.) ID/2021/Baddi dated 13-8-2021 (PW-1/A) received from the appropriate government is pending on the files of this Tribunal.

38. To rebut the case of the petitioner union, the only grouse raised from the side of the respondent is that they had been issuing notice to the petitioner workmen to comply with the transfer order dated 1-8-2021 and resume their work and discharge their duties at the transferred place at Unit-I forthwith. In this regard the respondent had relied upon notices dated 2-8-2021, 6-8-2021, 7-8-2021 and 8-8-2021 (RW-1/B to RW-1/E). It is particular to mention here that all these notices have been issued by the respondent management to comply the transfer order dated 1-8-2021. The transfer order dated 1-8-2021 has been challenged by way of filing the present petition before this Court. More so the Labour-cum-Conciliation Officer had also referred the failure report to the Labour Commissioner vide dispatch No. 627 dated 3-8-2021. *Vide* separate notification dated 13-8-2021, the matter was sent under reference to this Tribunal for its adjudication which is still pending on the files of this Court/Tribunal. When the transfer orders dated 1-8-2021 has been put under challenge vide failure report dated 3-8-2021 and presentation of petition dated 9-8-2021 as well as the receipt of notification dated 13-8-2021, I failed to understand that what is the genuineness, validity and authenticity to such notices issued by the respondent management asking the workers of transferred workers to resume their work immediately. It is particular to mention that this Court *vide* order dated 24-8-2021, stayed the operation of transfer order dated 1-8-2021 till the disposal of the main petition. The order dated 1-8-2021 was challenged before the Hon'ble High Court of Himachal Pradesh by way of filing writ petition and thereafter the respondent management had filed Special Leave Petition to Appeal (C) No. 17124/2021, which was disposed off by the Hon'ble Apex Court vide its order dated 8-11-2021, mentioned hereinbefore *ibid*.

39. In the attendant facts and circumstances of the case, there was continuous litigation/ industrial dispute between the parties and even the reference No. 11-2/93 (Lab.) ID/2021/Baddi dated 13-8-2021 (PW-1/A) is still pending on the files of this Court. The workers of petitioner union were not allowed to join at Plot No. 87-A Unit-I despite the fact that their transfer has been stayed by this Tribunal vide order dated 24-8-2021.

40. More so over, this Court is constrained to draw an adverse inference as provided under section 114 of the Indian Evidence Act 1872 for the reason that Shri Ankush Kichloo (PW-4), who has been summoned by the petitioner and asked to produce the relevant record *i.e.* balance sheet for the year 2018-2019, 2019-2020, 2020-2021, production detail made in the company *w.e.f.* Jan., 2018 till date and long-term settlement dated 25-1-2018 in the Court. However, he has not been able to comply with the directions of the Court. The relevant documents such as balance sheet for the year 2018-2019, 2019-2020, 2020-2021, production detail made in the company *w.e.f.* Jan., 2018 till date and long-term settlement dated 25-1-2018 could not be produced by him before the Court.

41. In view of my entire discussion and observation, the transfer order dated 1-8-2021 transferring all 126 workers during the pendency of the dispute needs to be interfered with as the

same is in violation of the provisions of the Act. I am of the firm opinion that the respondent management is directed to pay all the service benefits including the full salary to all the transferred workers *w.e.f* 1-8-2021 till the date of their joining at Unit-II. This order is hereby passed in view of the given scenario as the workers of petitioner union were not allowed to perform their duties at place Unit-II Plot No. 87-A despite specific directions from this Tribunal as it is alleged that the respondent management closed the gate for the workers and the workers have been debarred from their rights.

42. With all humility, the law shown to me by respective counsel for the parties is no longer *res-integra*, however, as per the specific directions issued by the Hon'ble Apex Court vide order dated 8-11-2021, this Court/Tribunal shall consider the case on its own merits, uninfluenced by the observations and findings recorded in the impugned order passed by the Hon'ble High Court. Accordingly, both these issues are decided in favour of the petitioner union and against the respondent.

Issue No. 3 :

43. In support of this issue no specific evidence has been led by the respondent company which could go to show as to how the present petition is not maintainable in the present form. However, by aggrieved with the transfer order dated 1-8-2021 issued by the respondent management, the present petition has been filed by the workers of petitioner union which is legally maintainable in the present form. Thus, this issue is decided against the respondent.

Final Order/Relief :

44. As a sequent effect to my findings on issues No. 1 to 3 above, the application filed under section 33A of the Act is **allowed**. Resultantly, the **transfer order dated 1-8-2021 is hereby set aside**. The respondent company is directed to **allow all 126 transferred workers to work at place Unit-II as they were working prior to their transfers**. The respondent company is further directed to **pay full salary to all 126 transferred workers *w.e.f* 1-8-2021 till the date of their joining along-with all consequential service benefits**.

45. The record produced from the office of Labour-cum-Conciliation officer, Baddi, as retained by this Court on 23-11-2021 is also hereby ordered to be transmitted/remitted back to the concerned authority forthwith. Let a copy of this award/order be also communicated to the appropriate government for its due publication in the official gazette forthwith. File after completion be consigned to records. Ordered accordingly.

Announced in the open Court today this 9th day of December 2021.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

Certified that Page No.1 to 29 of the Order have been signed by me.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Petitioner in person.
Ms. Kanta Devi, AR for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947 received from the appropriate government *vide* notification No. 11-1/86 (Lab) ID/2020/Nahan/Poonam, dated 28th September, 2020, sent by the Labour Commissioner for adjudication which was registered before this Court as Reference No. 267/2020, stood amicably resolved by way of amicable settlement. It has been stated by the petitioner that she has settled the matter with the respondent in full & final payment of ₹ 4540/- and the respondent is ready to pay the aforesaid amount to her. There is nothing pending with the respondent and now she do not want to pursue with the present reference which may kindly be dismissed as settled as she is gainfully employed. To this effect, her statement recorded separately.

Vide separate statement Smt. Kanta Devi, Authorized Representative appearing on behalf of the respondent has stated that she has been duly authorized by the Director of respondent *vide* authority letter (RA) to make the statement and the respondent has settled the dispute with the petitioner in lump sum compensation of ₹ 4540/- arising out of the reference petition No. 267/2020. The statement made by the petitioner is accepted to her.

Since, the matter stood amicably settled between the parties, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly and the statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.
Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Ranjeet Kumar, dated 11th August, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 142/2017, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent

company that he has been duly authorized to make statement or give evidence in het industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government vide notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri NiranjnVerma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021.

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri NiranjnVerma, Advocate for petitioner.
Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Vidya Sagar Singh, dated 29th September 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 181 of 2017, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in het industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjn Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The

matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Des Raj, dated 23rd October, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 193 of 2017, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the

present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced :

11-12-2011

(VINOD SHARMA)

Member.

(RAJESH TOMAR),

Chairman,

National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Jagdish Chand, dated 31st October 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 197 of 2017, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to be paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survives in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:

11-12-2021

(VINOD SHARMA)

Member.

(RAJESH TOMAR),

Chairman,

National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Rakesh Kumar, dated 30th December, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 57 of 2018, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:

11-12-2021

(VINOD SHARMA)

Member.

(RAJESH TOMAR),

*Chairman,**National Lok Adalat.***BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021**

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947,

received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Naresh Chand, dated 25th Feb., 2019, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 63 of 2019, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjan Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
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BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjan Verma, Advocate for petitioner.
Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Joga Singh, dated 25th Feb., 2019, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 64/2019, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner,

the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
*Chairman,
National Lok Adalat.*

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Vikram Kumar, dated 19th March, 2019, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 71/2019, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/-

(₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.
Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Arjun Singh, dated 23rd August 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 157 of 2017, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of

this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Chander Prakash, dated 23rd August 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 1160 of 2017, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Raj Chander, dated 16th November, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 34/2018, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:

11-12-2021

(VINOD SHARMA)
Member.(RAJESH TOMAR),
Chairman,
*National Lok Adalat.***BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021**

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Raj Kumar, dated 16th November, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 35/2018, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in het industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
*Chairman,
National Lok Adalat.*

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Joginder Paul, dated 24th November, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 36/2018, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in het industrial dispute

pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:

11-12-2021

(VINOD SHARMA)

Member.

(RAJESH TOMAR),

*Chairman,
National Lok Adalat.*

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Dev Raj, dated 24th November, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 39/2018, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The

matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
*Chairman,
National Lok Adalat.*

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.
Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Moti Lal, dated 5th December, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 42/2018, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered

accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.
Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Surya Prakash, dated 31st October, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 15/2018, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Manoj Kumar, dated 2nd November, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 18/2018, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:

11-12-2021

(VINOD SHARMA)

Member.

(RAJESH TOMAR),

*Chairman,**National Lok Adalat.***BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021**

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947,

received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Jeevan Singh, dated 29th Sep. 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 189 of 2017, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in het industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Mani Ram, dated 11th August 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 144 of 2017, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in het industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner,

the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
*Chairman,
National Lok Adalat.*

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.
Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Jagannath, dated 28th Feb., 2019, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 58/2019, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The

matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
*Chairman,
National Lok Adalat.*

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Som Dutt, dated 25th Feb., 2019, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 61/2019, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the

present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.
Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/Ravinder Kumar, dated 23rd August, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 159 of 2017, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Niranjana Verma, Advocate for petitioner.

Shri Naresh Sharma, Advocate with Shri Kuldeep Sadyal, Senior Executive for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/95 (Lab) ID/2017/Kinnaur/ Jai Pal, dated 11th August, 2017, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 141 of 2017, stood amicably resolved between the parties. It has been stated by Shri Kuldeep Sadyal, Senior Executive of respondent company that he has been duly authorized to make statement or give evidence in the industrial dispute pending before this Court. He further stated that the matter *i.e.* industrial dispute on account of receiving the reference from the appropriate government *vide* notification issued by the Labour Commissioner, the matter stood amicably settled. As per settlement arrived between the parties, the respondent management is ready and willing to make payment of ₹ 41,000/- (₹ Forty One thousand only) towards lump sum compensation to the petitioner towards his full & final settlement and nothing survived in the present reference. To this effect, his statement recorded separately.

Vide separate statement Shri Niranjana Verma, Advocate for the petitioner has stated that the statement made by the respondent through their Executive Representative is acceptable to him. The matter stood amicably settled by way of settlement. A lump sum compensation of ₹ 41,000/- (₹ Forty One Thousand only) towards full and final payment has been agreed to paid by the respondent and the said arrangement is acceptable to him.

Since, the matter stood amicably settled between the parties by way of amicable settlement and the respondent is ready and willing to pay a lump sum compensation to the petitioner towards his full & final settlement arising out of the present reference, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri H.R. Thakur, Advocate vice csl. petitioner.

Shri Prateek Kumar, Advocate for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/86 (Lab) ID/2020/Nahan/ Suresh Pal, dated 19th September 2020, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 243 of 2020, stood amicably resolved between

the parties. It has been stated by Shri Prateek Kumar, Advocate for the respondent that the industrial dispute between the workman and respondent management stood amicably resolved to which the petitioner has been paid ₹ 42,500/- towards his full & final settlement and now nothing remains survived in the present dispute. He has also placed on record the copy of settlement (RA) duly signed by the petitioner and cash voucher (RB). To this effect, his statement recorded separately.

Vide separate statement Shri H.R. Thakur, Advocate vice csl. for the petitioner has stated that the petitioner has amicably settled the dispute with the respondent company and now nothing survived in the present dispute. The present reference may be answered as settled.

Since, the matter stood amicably settled between the parties and the petitioner has received a sum of ₹ 42,500/- on account of his full and final settlement arising out of the present dispute, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties, full & final settlement (RA) and cash voucher (RB) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri H.R. Thakur, Advocate vice csl. petitioner.
Shri Prateek Kumar, Advocate for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-1/86 (Lab) ID/2020/Nahan/Manoj Kote, dated 30th September 2020, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 271 of 2020, stood amicably resolved between the parties. It has been stated by Shri Prateek Kumar, Advocate for the respondent that the industrial dispute between the workman and respondent management stood amicably resolved to which the petitioner has been paid ₹ 87,600/- towards his full & final settlement and now nothing remains survived in the present dispute. He has also placed on record the copy of settlement (RA) duly signed by the petitioner and cash voucher (RB). To this effect, his statement recorded separately.

Vide separate statement Shri H.R. Thakur, Advocate vice csl. for the petitioner has stated that the petitioner has amicably settled the dispute with the respondent company and now nothing survived in the present dispute. The present reference may be answered as settled.

Since, the matter stood amicably settled between the parties and the petitioner has received a sum of ₹ 87,600/- on account of his full and final settlement arising out of the present dispute, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties, full & final settlement (RA) and cash voucher (RB) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Petitioner with Shri Niranjana Verma, Advocate.
Shri H.R. Thakur, Advocate with Shri Arun Vatsyayan, Law Officer for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Baddi/Balkar, dated 20th March, 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 81 of 2021, stood amicably resolved by way of amicable settlement. It has been stated by Shri Arun Vatsyayan, Law Officer of the respondent company that he is duly authorized by the respondent management to appear and make statement on behalf of the respondent in the Court. He further stated that the matter stood amicably settled and the respondent management is ready and willing to re-instate the petitioner with seniority and continuity but without back-wages. To this effect, her statement recorded separately.

Vide separate statement the petitioner has stated that he heard the statement of Law Officer of the respondent company which is duly accepted to him. He ready and willing to join his duties with seniority and continuity but without back-wages. Now, nothing survive in the claim petition which may be compromised as fully settled.

Since, the matter stood amicably settled between the parties, and the respondent company is ready and willing to re-instate the petitioner, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly and the statements of the parties shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Nitin Bagga, Advocate for petitioner.
Shri Subhash Chauhan, Manager for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Sirmour/Anju, dated 15th Jun., 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 111 of 2021, stood amicably resolved between the parties. It has been stated by Shri Subhash Chauhan, Manager of the respondent company that he has been duly authorized to give evidence or make any statement on behalf of the respondent management *vide* Board Resolution passed by the Board Management dated 28-2-2018. He further stated that the lis/industrial dispute between the workman and the management stood amicably resolved to which the worker has been paid full and final settlement. He has placed on record memorandum of settlement duly signed by both the parties as well as the receipt and full and final settlement Mark PA to Mark PC. Nothing remain survived in the present dispute as the present dispute stood amicably settled by way of full & final settlement. To this effect, his statement recorded separately.

Vide separate statement Shri Nitin Bagga, Advocate for the petitioner has stated that the petitioner has duly authorized him to give any statement on his behalf before this Court. The matter between the petitioner and the respondent management stood amicably settled by way of memorandum of settlement as well as full and final settlement receipt, statement of account, placed on record.

Since, the matter stood amicably settled between the parties by way of memorandum of statement under section 18 of the Industrial Disputes Act, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and Full & final Settlement receipt (Mark PA), settlement receipt (Mark PB) and Statement report (Mark PC) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Nitin Bagga, Advocate for petitioner.
Shri Subhash Chauhan, Manager for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947,

received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Sirmour/Irfan, dated 28th Jun., 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 112 of 2021, stood amicably resolved between the parties. It has been stated by Shri Subhash Chauhan, Manager of the respondent company that he has been duly authorized to give evidence or make any statement on behalf of the respondent management *vide* Board Resolution passed by the Board Management dated 28-2-2018. He further stated that the lis/industrial dispute between the workman and the management stood amicably resolved to which the worker has been paid full and final settlement. He has placed on record memorandum of settlement duly signed by both the parties as well as the receipt and full and final settlement Mark PA to Mark PC. Nothing remain survived in the present dispute as the present dispute stood amicably settled by way of full & final settlement. To this effect, his statement recorded separately.

Vide separate statement Shri Nitin Bagga, Advocate for the petitioner has stated that the petitioner has duly authorized him to give any statement on his behalf before this Court. The matter between the petitioner and the respondent management stood amicably settled by way of memorandum of settlement as well as full and final settlement receipt, statement of account, placed on record.

Since, the matter stood amicably settled between the parties by way of memorandum of statement under section 18 of the Industrial Disputes Act, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and Full & final Settlement receipt (Mark PA), settlement receipt (Mark PB) and Statement report (Mark PC) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Nitin Bagga, Advocate for petitioner.
Shri Subhash Chauhan, Manager for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Sirmour/Kiran, dated 15th Jun., 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 113 of 2021, stood amicably resolved between the parties. It has been stated by Shri Subhash Chauhan, Manager of the respondent company that he has been duly authorized to give evidence or make any statement on behalf of the respondent management *vide* Board Resolution passed by the Board Management dated 28-2-2018. He further

stated that the lis/industrial dispute between the workman and the management stood amicably resolved to which the worker has been paid full and final settlement. He has placed on record memorandum of settlement duly signed by both the parties as well as the receipt and full and final settlement Mark PA to Mark PD. Nothing remain survived in the present dispute as the present dispute stood amicably settled by way of full & final settlement. To this effect, his statement recorded separately.

Vide separate statement Shri Nitin Bagga, Advocate for the petitioner has stated that the petitioner has duly authorized him to give any statement on his behalf before this Court. The matter between the petitioner and the respondent management stood amicably settled by way of memorandum of settlement as well as full and final settlement receipt, statement of account, placed on record.

Since, the matter stood amicably settled between the parties by way of memorandum of statement under section 18 of the Industrial Disputes Act, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (Mark PA), receipt (Mark PB), Full & final settlement receipt (Mark PC) and Statement report (Mark PD) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Nitin Bagga, Advocate for petitioner.
Shri Subhash Chauhan, Manager for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Sirmour/Akram, dated 28th Jun., 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 114 of 2021, stood amicably resolved between the parties. It has been stated by Shri Subhash Chauhan, Manager of the respondent company that he has been duly authorized to give evidence or make any statement on behalf of the respondent management *vide* Board Resolution passed by the Board Management dated 28-2-2018. He further stated that the lis/industrial dispute between the workman and the management stood amicably resolved to which the worker has been paid full and final settlement. He has placed on record memorandum of settlement duly signed by both the parties as well as the receipt and full and final settlement Mark PA to Mark PC. Nothing remain survived in the present dispute as the present dispute stood amicably settled by way of full & final settlement. To this effect, his statement recorded separately.

Vide separate statement Shri Nitin Bagga, Advocate for the petitioner has stated that the petitioner has duly authorized him to give any statement on his behalf before this Court. The matter between the petitioner and the respondent management stood amicably settled by way of memorandum of settlement as well as full and final settlement receipt, statement of account, placed on record.

Since, the matter stood amicably settled between the parties by way of memorandum of statement under section 18 of the Industrial Disputes Act, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and Full & final Settlement receipt (Mark PA), settlement receipt (Mark PB) and Statement report (Mark PC) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Nitin Bagga, Advocate for petitioner.
Shri Subhash Chauhan, Manager for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No.11-2/93 (Lab) ID/2021/Sirmour/Nasim, dated 15th Jun., 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference no. 115 of 2021, stood amicably resolved between the parties. It has been stated by Shri Subhash Chauhan, Manager of the respondent company that he has been duly authorized to give evidence or make any statement on behalf of the respondent management *vide* Board Resolution passed by the Board Management dated 28-2-2018. He further stated that the lis/industrial dispute between the workman and the management stood amicably resolved to which the worker has been paid full and final settlement. He has placed on record memorandum of settlement duly signed by both the parties as well as the receipt and full and final settlement Mark PA to Mark PD. Nothing remain survived in the present dispute as the present dispute stood amicably settled by way of full & final settlement. To this effect, his statement recorded separately.

Vide separate statement Shri Nitin Bagga, Advocate for the petitioner has stated that the petitioner has duly authorized him to give any statement on his behalf before this Court. The matter between the petitioner and the respondent management stood amicably settled by way of memorandum of settlement as well as full and final settlement receipt, statement of account, placed on record.

Since, the matter stood amicably settled between the parties by way of memorandum of statement under section 18 of the Industrial Disputes Act, therefore, nothing survive in the present

reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (Mark PA), receipt (Mark PB), Full & final settlement receipt (Mark PC) and Statement report (Mark PD) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:

11-12-2021

(VINOD SHARMA)

Member.

(RAJESH TOMAR),

*Chairman,
National Lok Adalat.*

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Nitin Bagga, Advocate for petitioner.
Shri Subhash Chauhan, Manager for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Sirmour/Suman, dated 15th Jun., 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 118 of 2021, stood amicably resolved between the parties. It has been stated by Shri Subhash Chauhan, Manager of the respondent company that he has been duly authorized to give evidence or make any statement on behalf of the respondent management *vide* Board Resolution passed by the Board Management dated 28-2-2018. He further stated that the lis/industrial dispute between the workman and the management stood amicably resolved to which the worker has been paid full and final settlement. He has placed on record memorandum of settlement duly signed by both the parties as well as the receipt and full and final settlement Mark PA to Mark PD. Nothing remain survived in the present dispute as the present dispute stood amicably settled by way of full & final settlement. To this effect, his statement recorded separately.

Vide separate statement Shri Nitin Bagga, Advocate for the petitioner has stated that the petitioner has duly authorized him to give any statement on his behalf before this Court. The matter between the petitioner and the respondent management stood amicably settled by way of memorandum of settlement as well as full and final settlement receipt, statement of account, placed on record.

Since, the matter stood amicably settled between the parties by way of memorandum of statement under section 18 of the Industrial Disputes Act, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (Mark PA), receipt (Mark PB), Full & final settlement receipt (Mark PC) and Statement report (Mark PD) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:

11-12-2021

(VINOD SHARMA)

Member.

(RAJESH TOMAR),

*Chairman,
National Lok Adalat.*

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Nitin Bagga, Advocate for petitioner.
Shri Subhash Chauhan, Manager for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Sirmour/Lakhvinder Kumar, dated 15th Jun., 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 117 of 2021, stood amicably resolved between the parties. It has been stated by Shri Subhash Chauhan, Manager of the respondent company that he has been duly authorized to give evidence or make any statement on behalf of the respondent management *vide* Board Resolution passed by the Board Management dated 28-2-2018. He further stated that the lis/industrial dispute between the workman and the management stood amicably resolved to which the worker has been paid full and final settlement. He has placed on record memorandum of settlement duly signed by both the parties as well as the receipt and full and final settlement Mark PA to Mark PD. Nothing remain survived in the present dispute as the present dispute stood amicably settled by way of full & final settlement. To this effect, his statement recorded separately.

Vide separate statement Shri Nitin Bagga, Advocate for the petitioner has stated that the petitioner has duly authorized him to give any statement on his behalf before this Court. The matter between the petitioner and the respondent management stood amicably settled by way of memorandum of settlement as well as full and final settlement receipt, statement of account, placed on record.

Since, the matter stood amicably settled between the parties by way of memorandum of statement under section 18 of the Industrial Disputes Act, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (Mark PA), receipt (Mark PB), Full & final settlement receipt (Mark PC) and Statement report (Mark PD) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021.

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Shri Nitin Bagga, Advocate for petitioner.
Shri Subhash Chauhan, Manager for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947,

received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Sirmour/Rajan, dated 15th Jun., 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 118 of 2021, stood amicably resolved between the parties. It has been stated by Shri Subhash Chauhan, Manager of the respondent company that he has been duly authorized to give evidence or make any statement on behalf of the respondent management *vide* Board Resolution passed by the Board Management dated 28-2-2018. He further stated that the lis/industrial dispute between the workman and the management stood amicably resolved to which the worker has been paid full and final settlement. He has placed on record memorandum of settlement duly signed by both the parties as well as the receipt and full and final settlement Mark PA to Mark PD. Nothing remain survived in the present dispute as the present dispute stood amicably settled by way of full & final settlement. To this effect, his statement recorded separately.

Vide separate statement Shri Nitin Bagga, Advocate for the petitioner has stated that the petitioner has duly authorized him to give any statement on his behalf before this Court. The matter between the petitioner and the respondent management stood amicably settled by way of memorandum of settlement as well as full and final settlement receipt, statement of account, placed on record.

Since, the matter stood amicably settled between the parties by way of memorandum of statement under section 18 of the Industrial Disputes Act, therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (Mark PA), receipt (Mark PB), Full & final settlement receipt (Mark PC) and Statement report (Mark PD) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021.

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Petitioner with Shri J.C. Bhardwaj, AR.
Shri Bharat Sharma, Advocate for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter i.e reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Solan/Subhash, dated 21st Jan. 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 51 of 2021, stood amicably resolved by way of amicable settlement (PA) which has been placed on record. It has been stated by the petitioner that the matter interse him and the respondent management stood amicably settled *vide* memorandum of settlement Ex. PA. He has been paid a sum of ₹ 75,000/- *vide* Bank Draft No. 160864 dated

7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc. and the settlement (PA) bears his signatures and as such he does not want to pursue the present reference further. To this effect, her statement recorded separately.

Vide separate statement Shri Bharat Sharma, Advocate for the respondent stated that the statement of petitioner is acceptable to him. The respondent has settled the matter to which full & final payment has been paid *vide* memorandum of settlement (PA) which bears the signatures of Factory Manager of the respondent and he endorsed the same.

Since, the matter stood amicably settled between the parties, and the petitioner has received a sum of ₹ 75,000/- *vide* Bank Draft No. 160864 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc., therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (PA) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:

11-12-2021

(VINOD SHARMA)

Member.

(RAJESH TOMAR),

*Chairman,
National Lok Adalat.*

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Petitioner with Shri J. C. Bhardwaj, AR.
Shri Bharat Sharma, Advocate for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Solan/Seema, dated 21st Jan. 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 52 of 2021, stood amicably resolved by way of amicable settlement (PA) which has been placed on record. It has been stated by the petitioner that the matter interse her and the respondent management stood amicably settled *vide* memorandum of settlement Ex. PA. She has been paid a sum of ₹ 33,750/- *vide* Bank Draft No. 160861 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc. and the settlement (PA) bears her signatures and as such she do not want to pursue the present reference further. To this effect, her statement recorded separately.

Vide separate statement Shri Bharat Sharma, Advocate for the respondent stated that the statement of petitioner is acceptable to him. The respondent has settled the matter to which full & final payment has been paid *vide* memorandum of settlement (PA) which bears the signatures of Factory Manager of the respondent and he endorsed the same.

Since, the matter stood amicably settled between the parties, and the petitioner has received a sum of ₹ 33,750/- *vide* Bank Draft No. 160861 dated 7-12-2021 as full & final settlement

towards various service benefits like one month's salary, retrenchment compensation, gratuity etc., therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (PA) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Petitioner with Shri J.C. Bhardwaj, AR.
Shri Bharat Sharma, Advocate for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Solan/Gopal, dated 21st Jan. 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 53 of 2021, stood amicably resolved by way of amicable settlement (PA) which has been placed on record. It has been stated by the petitioner that the matter interse him and the respondent management stood amicably settled *vide* memorandum of settlement Ex. PA. He has been paid a sum of ₹ 60,000/- *vide* Bank Draft No. 160865 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc. and the settlement (PA) bears his signatures and as such he does not want to pursue the present reference further. To this effect, his statement recorded separately.

Vide separate statement Shri Bharat Sharma, Advocate for the respondent stated that the statement of petitioner is acceptable to him. The respondent has settled the matter to which full & final payment has been paid *vide* memorandum of settlement (PA) which bears the signatures of Factory Manager of the respondent and he endorsed the same.

Since, the matter stood amicably settled between the parties, and the petitioner has received a sum of ₹ 60,000/- *vide* Bank Draft No. 160865 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc., therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (PA) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Petitioner with Shri J.C. Bhardwaj, AR.
Shri Bharat Sharma, Advocate for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Solan/Rajat, dated 21st Jan. 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 54 of 2021, stood amicably resolved by way of amicable settlement (PA) which has been placed on record. It has been stated by the petitioner that the matter interse him and the respondent management stood amicably settled *vide* memorandum of settlement Ex. PA. He has been paid a sum of ₹ 37,500/- *vide* Bank Draft No. 160868 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc. and the settlement (PA) bears his signatures and as such he does not want to pursue the present reference further. To this effect, his statement recorded separately.

Vide separate statement Shri Bharat Sharma, Advocate for the respondent stated that the statement of petitioner is acceptable to him. The respondent has settled the matter to which full & final payment has been paid *vide* memorandum of settlement (PA) which bears the signatures of Factory Manager of the respondent and he endorsed the same.

Since, the matter stood amicably settled between the parties, and the petitioner has received a sum of ₹ 37,500/- *vide* Bank Draft No. 160868 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc., therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (PA) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Petitioner with Shri J.C. Bhardwaj, AR.
Shri Bharat Sharma, Advocate for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Solan/

Virender, dated 21st Jan. 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 55 of 2021, stood amicably resolved by way of amicable settlement (PA) which has been placed on record. It has been stated by the petitioner that the matter interse him and the respondent management stood amicably settled *vide* memorandum of settlement Ex. PA. He has been paid a sum of ₹ 37,500/- *vide* Bank Draft No. 160863 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc. and the settlement (PA) bears his signatures and as such he does not want to pursue the present reference further. To this effect, his statement recorded separately.

Vide separate statement Shri Bharat Sharma, Advocate for the respondent stated that the statement of petitioner is acceptable to him. The respondent has settled the matter to which full & final payment has been paid *vide* memorandum of settlement (PA) which bears the signatures of Factory Manager of the respondent and he endorsed the same.

Since, the matter stood amicably settled between the parties, and the petitioner has received a sum of ₹ 37,500/- *vide* Bank Draft No. 160863 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc., therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (PA) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
*Chairman,
National Lok Adalat.*

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Petitioner with Shri J.C. Bhardwaj, AR.
Shri Bharat Sharma, Advocate for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Solan/Ranvir, dated 21st Jan. 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 56 of 2021, stood amicably resolved by way of amicable settlement (PA) which has been placed on record. It has been stated by the petitioner that the matter interse him and the respondent management stood amicably settled *vide* memorandum of settlement Ex. PA. He has been paid a sum of ₹ 30,000/- *vide* Bank Draft No. 160867 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc. and the settlement (PA) bears his signatures and as such he does not want to pursue the present reference further. To this effect, her statement recorded separately.

Vide separate statement Shri Bharat Sharma, Advocate for the respondent stated that the statement of petitioner is acceptable to him. The respondent has settled the matter to which full &

final payment has been paid memorandum of settlement (PA) which bears the signatures of Factory Manager of the respondent and he endorsed the same.

Since, the matter stood amicably settled between the parties, and the petitioner has received a sum of ₹ 30,000/- *vide* Bank Draft No. 160867 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc., therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (PA) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Petitioner with Shri J.C. Bhardwaj, AR.
Shri Bharat Sharma, Advocate for respondent.

With the little divulgence of Member of National LokAdalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Solan/Rahul, dated 21st Jan. 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 58 of 2021, stood amicably resolved by way of amicable settlement (PA) which has been placed on record. It has been stated by the petitioner that the matter interse him and the respondent management stood amicably settled *vide* memorandum of settlement Ex. PA. He has been paid a sum of ₹ 30,000/- *vide* Bank Draft No. 160866 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc. and the settlement (PA) bears his signatures and as such he does not want to pursue the present reference further. To this effect, his statement recorded separately.

Vide separate statement Shri Bharat Sharma, Advocate for the respondent stated that the statement of petitioner is acceptable to him. The respondent has settled the matter to which full & final payment has been paid *vide* memorandum of settlement (PA) which bears the signatures of Factory Manager of the respondent and he endorsed the same.

Since, the matter stood amicably settled between the parties, and the petitioner has received a sum of ₹ 30,000/- *vide* Bank Draft No. 160866 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc., therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (PA) shall form part and parcel of this award. Let a copy of this award be

communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021.

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

BEFORE NATIONAL LOK ADALAT TO BE HELD ON 11-12-2021

11-12-2021

Present:— Petitioner with Shri J.C. Bhardwaj, AR.
Shri Bharat Sharma, Advocate for respondent.

With the little divulgence of Member of National Lok Adalat and with the intervention of this Court, the matter *i.e.* reference under section 10 (1) of the Industrial Disputes Act, 1947, received from the appropriate government *vide* notification No. 11-2/93 (Lab) ID/2021/Solan/Anjana, dated 21st Jan. 2021, sent by the Labour Commissioner for adjudication, which was registered before this Court as Reference No. 57 of 2021, stood amicably resolved by way of amicable settlement (PA) which has been placed on record. It has been stated by the petitioner that the matter interse her and the respondent management stood amicably settled *vide* memorandum of settlement Ex. PA. She has been paid a sum of ₹ 26,250/- *vide* Bank Draft No. 160862 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc. and the settlement (PA) bears her signatures and as such she do not want to pursue the present reference further. To this effect, her statement recorded separately.

Vide separate statement Shri Bharat Sharma, Advocate for the respondent stated that the statement of petitioner is acceptable to him. The respondent has settled the matter to which full & final payment has been paid *vide* memorandum of settlement (PA) which bears the signatures of Factory Manager of the respondent and he endorsed the same.

Since, the matter stood amicably settled between the parties, and the petitioner has received a sum of ₹ 26,250/- *vide* Bank Draft No. 160862 dated 7-12-2021 as full & final settlement towards various service benefits like one month's salary, retrenchment compensation, gratuity etc., therefore, nothing survive in the present reference petition. The reference received from the appropriate government is answered accordingly. The statements of the parties and memorandum of settlement (PA) shall form part and parcel of this award. Let a copy of this award be communicated to the appropriate government for its publication in the official gazette. File, after competing be consigned to records.

Announced:
11-12-2021

(VINOD SHARMA)
Member.

(RAJESH TOMAR),
Chairman,
National Lok Adalat.

**TOWN AND COUNTRY PLANNING DEPARTMENT
HIMACHAL PRADESH**

FORM -5
(See rule -8)

NOTICE

Shimla, the 29th March, 2022

No. HIM/TP/PJT/PA-Arki/2014/Vol-I/10937-62.—In exercise of the powers vested under sub-section (1) of Section 15 of the Himachal Pradesh Town and Country Planning Act, 1977 (Act No. 12 of 1977), Notice is hereby given that the Existing Land Use Map for **Arki Planning Area** has been prepared under sub-section (1) of Section 15 of the Act *ibid* and a copy thereof is available for inspection during office hours in the following offices:—

1. The Director,
Town and Country Planning Department,
Nagar Yojana Bhawan, Block No. 32-A, Vikas Nagar,
Kasumpti, Shimla, Himachal Pradesh-171009.
2. The Town and Country Planner,
Divisional Town Planning Office,
Solan, District Solan, Himachal Pradesh.
3. The Secretary,
Nagar Panchayat, Arki,
District Solan, Himachal Pradesh.

If there be any objection or suggestion with respect to the Existing Land Use Map so prepared, it should be sent in writing to the Director, Town and Country Planning Department, Nagar Yojana Bhawan, Block No. 32-A, Vikas Nagar, Kasumpti, Shimla, Himachal Pradesh-171009 or to the Town and Country Planner, Divisional Town Planning Office, Solan, District Solan, Himachal Pradesh or to the Secretary, Nagar Panchayat, Arki, District Solan, Himachal Pradesh within a period of thirty days from the date of publication of this Notice in the Official Gazette of Himachal Pradesh.

Any objection or suggestion which may be received from any person with respect to the said Existing Land Use Map before the period specified above will be considered by the Director.

Place: Shimla

Date: 29-3-2022

Sd/-
KAMAL KANT SAROCH (I.A.S.),
Director,
Town and Country Planning Deptt.
Himachal Pradesh, Shimla-171009.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 25th March, 2022

No. HHC/Admn.6 (23)/74-XVI.—Hon'ble the Chief Justice in exercise of the powers vested in him under Rule 2 (32) of Chapter 1 of H.P. Financial Rules, 2009 has been pleased to

declare Additional District and Sessions Judge, Hamirpur as Drawing and Disbursing Officer in respect of the Court of District and Sessions Judge, Hamirpur and also the Controlling Officer for the purpose of salary, T.A. etc. in respect of establishment attached to the aforesaid Court during the earned leave period of Sh. Vikas Bhardwaj, District and Sessions Judge, Hamirpur, H.P. *w.e.f.* 1-04-2022 to 8-04-2022 with permission to suffix Second Saturday and Sunday falling on 9-04-2022 and 10-04-2022 or till he returns from leave.

By order,
Sd/-
Registrar General.

HIGH COURT OF HIMACHAL PRADESH, SHIMLA-171 001

NOTIFICATION

Shimla, the 28th March, 2022

No. HHC/GAZ/14-349/2014.—Hon'ble the Chief Justice has been pleased to grant 8 days earned leave *w.e.f.* 1-04-2022 to 8-04-2022 with permission to suffix Second Saturday and Sunday falling on 9-04-2022 and 10-04-2022 respectively in favour of Sh. Vikas Bhardwaj, District & Sessions Judge, Hamirpur, H.P.

Certified that Sh. Vikas Bhardwaj is likely to join the same post and at the same station from where he had proceeds on leave, after expiry of the above period of leave.

Also certified that Sh. Vikas Bhardwaj would have continued to hold the post of District & Sessions Judge, Hamirpur, H.P., but for his proceeding on leave for the above period.

By order,
Sd/-
Registrar General.

GOVERNOR'S SECRETARIAT, HIMACHAL PRADESH, RAJ BHAVAN, SHIMLA-171002

ORDER

Dated, the 5th April, 2022

No. 45-2/85-GS.—In exercise of powers conferred on me under sub-section 5 of Section 24 of Dr. Y.S. Parmar University of Horticulture & Forestry, Nauni, Solan (HP) (Act No. 4 of 1987), I, Rajendra Vishwanath Arlekar, Governor (Chancellor) of Dr. Y.S. Parmar University of Hort. & Forestry, Nauni, Solan is pleased to appoint Dr. Ravinder Sharma, Director of Research, Dr. Y.S. Parmar University of Horticulture & Forestry Nauni, Solan as the Vice Chancellor of the University to carry out the duties of the Vice Chancellor till the appointment of new Vice Chancellor.

By order,
RAJENDRA VISHWANATH ARLEKAR,
*Governor (Chancellor),
Dr. Y.S. Parmar University of Hort. &
Forestry, Nauni, Solan (HP).*